

Chinese Children Charities
Chinese Children Adoption International

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**Comments on Proposed Rules to Implement the Hague Convention
and Intercountry Adoption Act**

December 11, 2003

Thank you for the opportunity to comment on this legislation. Chinese Children Charities, d.b.a. Chinese Children Adoption International (CCAI), feels the drafters have remained true to the Convention and Intercountry Adoption Act while incorporating feedback from the adoption community into the legislation. We are pleased to see that our voice, as well as the voices of other agencies and organizations, was heard. Our remarks here are related to the current practice of China adoption, representing the most popular international adoption program in this country. We have a few items on which to comment, but we want first to express our appreciation for the work on this legislation that will help improve the lives of children around the world.

I. Profile of CCAI

CCAI is a 501(c)(3) charitable child placement agency licensed in the State of Colorado since 1992 and recently licensed in the States of Florida and Georgia. We work exclusively with China adoption, the country with the most Convention adoptions in the United States, and we are privileged to be the largest Chinese adoption agency in the United States. We placed 626 Chinese children in 2000, 600 in 2001, 739 in 2002, and 780 children to date this year. We have placed over 4,300 Chinese children since 1992, an average of three adoptions per working day. In addition to our China adoption program, we operate a charity fund for children still residing in Chinese orphanages and a cultural center for those children who have already found homes in the U.S. In light of the large volume of Convention cases we handle each year, we are very aware of the tremendous impact this legislation will have on the lives of children.

II. Overview of China Adoption

A brief overview of the process of China adoption and an explanation of responsibility may be helpful in interpreting our comments. When a family pursues a China adoption, the U.S. child placement agency must approve the family's application to adopt, provide a homestudy, and help the family with USCIS procedures and preparation of the adoption dossier based on the requirements of the Chinese government. Once the family's dossier arrives in China, the China Center of Adoption Affairs (CCAA), China's Central Authority, screens a family's dossier to ensure that they are qualified for China adoption. Any and all background information on a child eligible for China adoption is provided by the child's legal guardian, which is a government-run orphanage. The

provincial-level Civil Affairs Bureau screens the child's information. This information is then provided to the CCAA, who ultimately matches the child to her adoptive parents. The U.S. child placement agency has no control over the adoption process between the time a dossier is sent to China and the adoption finalization. While agencies do receive and translate child information, agencies do not determine which child is matched, what material on the child is provided, when the family is matched, and when the family may travel to China to finalize the adoption. The child's orphanage, the provincial-level Civil Affairs Bureau, and the CCAA determine when a family may pick up a child. 24 to 48 hours after placement, the provincial-level Civil Affairs Bureau finalizes the adoption, and the child's custody is transferred from the orphanage to the adoptive parents. After finalization, the family travels to the U.S. Consulate in Guangzhou to receive their child's visa to enter the United States. A child placement agency may have some control over aspects of the adoption process between a family's application approval and the time their dossier is submitted to China, but it is still restricted by state, federal, and Chinese government regulations and practices. In addition, a child placement agency will never assume custody over the child during the China adoption process.

Therefore, according to the Hague definition of adoption services, the following parties are responsible for each of the six adoption services in a China adoption case:

1. Identifying a child for adoption and arranging an adoption: **the CCAA**
2. Securing the necessary consent to termination of parental rights and to adoption: **the provincial-level Civil Affairs Bureau in China**
3. Performing a background study on a child: **the child's orphanage**; and performing a homestudy on a prospective adoptive parent(s) and reporting on such a study: **the U.S. child placement agency**
4. Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child: **the CCAA**
5. Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption: **the provincial-level Civil Affairs Bureau in China**
6. When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement: **not applicable**, as the child's custody is never in a gray area between the Chinese government orphanage and the adoptive parent(s)

III. Comments on 22 CFR Part 96

Part 96.14 Providing Adoption Services Using Supervised Providers, Exempted Providers, Public Bodies, or Public Authorities

96.14 (d) and (e)

We appreciate how the drafters have clarified that the primary provider is not liable for and does not have authority over government agencies in other Convention countries. We consider this a great improvement over the previous draft.

96.33 Budget, Audit, Insurance, and Risk Assessment Requirements

96.33 (e)

To be responsible for the best interests of the children and families we serve on an on-going basis, as a non-profit agency, we have maintained a standard of six months' cash reserve at all times. We support the proposal of a required three months' cash reserves.

96.40 Fee Policies and Procedures

As an agency that sends hundreds of adoptive families to China each year, we understand the importance of minimizing the amount of cash with which families travel. We agree that, as stated in 96.40, any effort should be made to transfer funds overseas whenever possible. Our process has minimized cash transfer in every possible area, and we continue to search for ways to improve. However, to date we still are unable to wire money to many provinces where families travel to adopt. Consider, for example, the five major provinces from which we place children. Of these five, the provincial governments of three have agreed that adoptive families may wire the \$3,000 child rearing fee and orphanage donation. Orphanages in two of those three provinces have insisted that wiring funds makes it impossible for them to receive the full amount in a timely fashion. Thus, wiring the \$3,000 child rearing fee and orphanage donation is feasible in only one of the five major provinces from which we place children. We continue to monitor and inquire into this situation, believing it is in the best interest of the adoptive family to have the ability to transfer funds by wire whenever possible.

96.42 Retention, Preservation, and Disclosure of Adoption Records

We do not consider a federal timeframe for the retention of adoption records necessary. In our experience, state law is sufficient regarding retention of adoption records. The State of Colorado, for example, makes very clear the timeframe for retention of these records. Provided every state can make such a clear requirement for record retention, we feel that individual states are in the best position to mandate this timeframe.

IV. Recommendations on 22 CFR Part 96

96.2 Definitions

Adoption service includes (5) "Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption." For a China adoption, according to this definition, the period of "monitoring a case" is usually a 24- to 48-hour period. During this time, the adoption is "monitored" by the Chinese provincial-level Civil Affairs Bureau. Therefore, what is referred to as "post placement services" in China adoption takes place after the family has returned from China and the adoption is already final. This service is performed only as a means of supporting the family and in accordance with Chinese regulations. These post-finalized adoption services have no bearing on the finality of the adoption and are thus what *The Proposed Implementing Regulations on Accreditation and Approval* referred to as "post adoption evaluations," which is discussed at the end of page 54078.

Based on the Definitions of adoption services and exempted providers, a provider who performs a home study for prospective adoptive parents and who also provides post-finalized adoption supervision and support, but no other adoption services, should be considered an exempted provider. We recommend that a distinction be made regarding the various aspects of "post

placement services," specifically that post-finalized adoption services are not included within the six definitions of adoption services.

96.33 Budget, Audit, Insurance, and Risk Assessment Requirements

96.33 (h)

We carry sufficient professional insurance in the amount of \$1,000,000 per case. While we consider this amount of insurance necessary, we find it unreasonably difficult to secure and maintain this level of insurance.

1. We recommend a federal regulation to require that if an insurance policy is available for non-profit organizations, it should include adoption agencies. We have experienced tremendous discrimination in searching for insurance, based solely on the fact that we are a child placement agency.
2. We recommend a federal regulation requiring insurance agencies to differentiate, when determining policy coverage and cost, between child placement agencies providing adoption services for orphaned children and those providing adoption services involving birth parents. We place orphaned Chinese children as opposed to children placed for adoption by birth parents (as in most domestic cases or some adoptions through other Convention countries). Parents who have relinquished their parental rights via abandonment and whose children are eligible for China adoption have no legal course to reclaim the child, resulting in a significantly lower number of possible legal actions as compared to a child placement agency providing adoption services involving birth parents.
3. We also suggest federally mandated guidelines to which insurance companies must adhere in regard to fee increases on a yearly basis. As a lawsuit-free agency, we have been forced to accept up to 40% annual rate increases due to both the limited number of insurance agencies with policies available to child placement agencies, as well as the fact that no distinction is made between child placement agencies providing adoption services for orphaned children and those providing adoption services involving birth parents.
4. Another option would be to allow adoption agencies to self-insure by having a bond account with a government entity, such as their state licensing agency or an entity designated by the Secretary. For example, as a non-profit agency, we have the choice to buy a joint bond with the Colorado State Department of Labor for our unemployment insurance. This Certificate of Deposit is in the names of both the agency and the governing body. If there is a need for such insurance, funds are removed from the CD. If there is no need, the funds are maintained under both names. The government agency decides the dollar amount for the CD and when it needs to increase.

96.45 Using Supervised Providers in the United States and

96.46 Using Supervised Providers in Other Convention Countries

The idea of having a primary provider oversee the quality of the adoption service given to families and children, regardless of the provider, is necessary. At the core, a great adoption agency simply puts together all the pieces of the puzzle on behalf of the adoptive family and the adopted child. However, families and children may be the ones who will suffer the most by the primary provider supervising and accepting liability on behalf of the supervised providers.

In the United States, if a primary provider and supervised provider are licensed in the same state, they are equal in the eyes of the state. It is unreasonable for a supervised provider to be under the supervision of a primary provider, when that agency is providing a service the primary provider cannot. It is equally unreasonable for a primary provider, especially one in a different state, to oversee a supervised provider, when the primary provider has no knowledge or legal authorization over the supervised provider according to state law. The United States already has a system of ensuring compliance with applicable regulations by child placement agencies, and that is each state's Department of Human Services (as it's called in the State of Colorado). Primary providers are not the best-suited entity to monitor, oversee, and accept liability for supervised providers. With the possible exception of insufficient human and financial resources, which could be rectified with increased fees, each State Department of Human Services meets the requirements specified in 96.6, Performance Criteria for Designation as an Accrediting Entity. And, according to 96.7, Authorities and Responsibilities of an Accrediting Entity, section (a), items (1) – (6), state agencies are already performing those duties.

Our recommendation then is to require that any agency or person providing child placement services for international adoption be licensed in their state according to Hague requirements and that the "accrediting body" be their state licensing agency. For the primary provider to monitor compliance of Hague regulations of the supervised provider and take on such liability would be too great of a burden for the child placement agency, resulting in a great expense to the adoptive family. Primary providers are not the appropriate entity for this purpose. The ideal body to monitor and oversee Hague compliance and accept legal risk is each state's Department of Human Services. According to the description of the responsibilities in 96.7, Authorities and Responsibilities of an Accrediting Entity:

- Items (1) – (6) are duties already performed by state licensing bodies, and these responsibilities could be amended to include monitoring Hague compliance.
- Item (7) "Collecting data from accredited agencies..." We recommend the "duty of reporting information to the Secretary" be added to the responsibilities of state licensing bodies, since this data is already collected through agencies' annual reports.
- Item (8) "Assisting as required by the Secretary in transferring adoption cases and adoption records..." is often performed by the state or based on similar regulations given by the state. If there is no entity to perform this duty, the Secretary may retain this responsibility as well.

State Departments of Human Services are currently performing the majority of responsibilities required of accrediting entities and are the most appropriate bodies to handle and assume liability of agencies they have licensed. This system would ensure that any agency or person providing international adoption service would be following Hague regulations, since it would otherwise be impossible to obtain a state license.

V. Questions on 22 CFR Part 96

96.39 Information Disclosure and Quality Control Practices

96.39 (d)

What is "liability in connection with the provision of adoption services"? What is an example of an unacceptable blanket waiver? We believe in informing prospective adoptive parents of the risks of China adoption from their initial request for information throughout the adoption process. Having children, by any means, involves risks. No agency can make international adoption risk-free, but the responsibility of fully informing adoptive parents of both known and unknown risks should be

clearly outlined as a requirement for any international adoption agency. We have enclosed samples of our agreements that adoptive parents sign. Liability is waived for circumstances beyond our control, such as acts of God or changes in the state, federal, or Chinese government requirements. We believe that our agreements are not the kind of blanket waivers mentioned in 96.39 (d), but rather a clarification of responsibilities and understanding of the realities of the adoption process and parenting in general. The following is a general explanation of the attached sample agreements:

- Application for Adoption – signed when a family submits their application to adopt through our agency. At this point, families have read our Adoption Information Packet, which includes a sample Adoption Service Agreement and Fee Policy Agreement, and the application itself, which outline risks related to China adoption.
- Adoption Service Agreement – signed and notarized after a family has been approved to pursue a China adoption through our agency and before any service fees are paid. This is the third time, following the Adoption Information Packet and application, that families have been informed of the risks of China adoption.
- Adoption Travel Release – signed and notarized after receipt of child referral and before travel to China. Since application approval, families have had access to general travel information, as well as two Travel Packets and a Travel Training video designed to educate families about the unique experience and risks of an adoption trip.
- Adoption Placement Agreement – signed and notarized with the Adoption Travel Release. At this point in the adoption, families have read the Adoption Information Packet, the application, and multiple adoption and parent training packets pertaining to child placement and travel, and they have viewed two training videos on adoption, parenting, attachment, bonding, and travel to China to finalize the adoption. The above agreements, signed prior to the Adoption Placement Agreement, also state responsibilities and risks included in this agreement.

As an experienced non-profit international child placement agency, and on behalf of our 6,000-plus families with finalized and in-process adoptions across the U.S. and millions of adoptable Chinese orphans, we hope the proposed regulations are truly based on the number one principle in adoption, which is "for the best interests of children." It's for the best interests of children that rules and regulations should enable adoption agencies to provide lawful yet expedited and inexpensive high-quality permanent child placing services. We look forward to further improvements on the legislation that will carry out the mission of the Hague without placing undue bureaucratic stress on child placement agencies.

Respectfully submitted,

Lily Nie, Executive Director
Chinese Children Charities
Chinese Children Adoption International

Enclosure: Samples of informed risk waivers

LN/KF/sk

Families residing in Colorado, Georgia, or Florida:

You will need to choose a licensed non-profit agency in your state to complete your home study. You must have an approved home study to adopt from China. If you have not yet secured a home study agency, you may leave this field blank and notify us of your home study agency later. We will send our Agency Packet to your local agency.

Name of agency: _____ Social worker's name: _____
Agency address: _____ City: _____ State: _____ Zip Code: _____
Phone: () _____ Fax: () _____ Email: _____

IMPORTANT ADOPTION INFORMATION

There are certain risks involved in international adoption. While CCAI will attempt to provide you with all available information about the prospective adoptive child and assist you with the entire adoption process, some unpredictable problems and/or events which are beyond CCAI's control may nevertheless occur. These unpredictable problems and/or events include, but are not limited to: sudden changes in the adoption requirements or policies promulgated by the Chinese or U.S. governments and changes in international relations between China and the United States.

In addition, a child may be placed with you with physical and/or emotional problems, minor or major, that have remained partially or totally undiagnosed and which were unknown to CCAI. Therefore, your motivation for adoption and an honest assessment of your strengths and weaknesses in parenting are extremely important.

SIGNATURES

We/I attest that the information we/I have provided on this application is true and accurate to the best of our/my knowledge, and we/I understand that any and all responses are subject to verification. We/I have read and understand the information regarding Chinese Children Adoption International (CCAI) and the risks involved in international adoption. We/I understand that the approval of our/my application does not guarantee the placement of a child. We/I understand that CCAI reserves the right to close our/my file at any time if we/I fail to disclose requested information fully and accurately.

We/I understand that by signing this application we/I agree to notify CCAI immediately upon any changes in our/my personal or family situation including job change, change of address, separation, arrest, divorce, pregnancy, placement of foster or adopted child(ren), significant changes in physical or mental health status, significant changes in financial status or any other significant event at any time during the adoption process.

Wife/Self: _____ Date: _____

Signature

Husband/Self: _____ Date: _____

Signature

Return with a non-refundable \$150 application fee (\$50 for families who have previously adopted through CCAI).
Make checks payable to CCAI.

Mail to:
CCAI
6920 S. Holly Circle
Centennial, CO 80112

Before mailing please complete:

COLORADO FAMILIES CHECKLIST

- ☐ Application
- ☐ Fee \$ _____
- ☐ Applicable Attachments
- ☐ Child Abuse Record Search Signature Page
- ☐ Central Registry Inquiry Form
- ☐ *Makes a copy of this application for your records*

NON-COLORADO FAMILIES CHECKLIST

- ☐ Application
- ☐ Fee \$ _____
- ☐ Applicable Attachments
- ☐ Make a copy of this application for your records

Adoption Service Agreement

Please initial where indicated to affirm that you have read and understood the information. Sign at the bottom of the second page. A CCAI representative will sign and return one original to you.

This service agreement was created by and between Chinese Children Charities, d.b.a., Chinese Children Adoption International (hereafter referred to as "CCAI") and _____ (hereafter referred to as the "Adoptive Family") for the purpose of ensuring high-quality child placement service and mutual understanding between CCAI and the Adoptive Family.

Based on the information in your application, CCAI agrees to do the following for the Adoptive Family:

- Provide the Adoptive Family with personalized service throughout the adoption journey.
- Maintain confidentiality of all the Adoptive Family's identifying information according to CCAI's Confidentiality Policy.
- Provide the Adoptive Family with accurate and current information about how to prepare for the adoption process, compile your dossier, prepare for child match and travel, fill out United States Citizenship and Immigration Services (USCIS) paperwork, complete post-placement requirements and access information regarding current match and travel timelines.
- Prepare a Homestudy that will meet the requirements of Colorado State, the USCIS, and the China Center of Adoption Affairs (CCAA).
- Guide the Adoptive Family through USCIS requirements.
- Provide information and services to the Adoptive Family regarding Colorado pre-adoption requirements.
- Review the Adoptive Family's completed dossier and prepare it to be sent to the CCAA.
- Act as the Adoptive Family's liaison to the CCAA between dossier submission and child match.
- Be the Adoptive Family's link to their child's orphanage and request special care from the orphanage for the Adoptive Family's child between match and travel.
- Translate various adoption documents from Chinese to English or from English to Chinese.
- Arrange the Adoptive Family's international travel, in-China hotels and transportation, and appointments with the Chinese and US government agencies to finalize the adoption.
- Provide post-placement support to the Adoptive Family and the Adoptive Family's adopted Chinese child for one year or until the child is granted U.S. citizenship.

Agency Initial _____ (CCAI Representative)

During our adoption journey WE/I, the Adoptive Family, agree to:

- Provide CCAI with the needed documents and participate in the Home Study visits and process.
- Submit the necessary forms to the USCIS in a timely manner according to USCIS regulations and CCAI's instruction.
- Compile our adoption dossier for submission to the CCAA.
- Review and accept the child match.
- Travel to China to finalize our adoption (at least one parent).
- Comply with the post-placement requirements of the CCAA and the State of Colorado.
- Notify CCAI of changes in our contact information upon any changes in our/my personal or family situation including job change, change of address, separation, divorce, pregnancy, child placement of foster or adopted child(ren), significant changes in physical or mental health status, significant change in financial status, or any other significant events.
- Discuss with my/our Social Worker realistic expectations of the international adoption process as well as expectations regarding the physical and developmental conditions of my/our future adopted child.
- Stay informed about current match and travel timelines and other important information by reading all agency-issued information including CCAI's newsletters, informational memos, website and/or phone updates, etc.
- Sign the Adoption Placement Agreement and the Adoption Travel Release before travel to China.

Adoptive Family Initials _____

We/I acknowledge and understand that the USCIS is responsible for:

- Receiving my/our initial USCIS filing and inviting me/us to be fingerprinted.
- Reviewing all my/our USCIS documents, including the Home Study, and issuing the USCIS Favorable Determination (I-171H) which allows me/us to adopt an orphan from China.
- Issuing my/our adopted Chinese child's visa to enter the United States through the U.S. Consulate in Guangzhou, China at the end of my/our adoption trip.

We/I acknowledge and understand that the CCAA is responsible for:

- Setting the standards for qualified adopters and dossier requirements for China adoptions.
- Receiving and reviewing my/our dossier documents.
- Matching me/us with a child based on their requirements and our adoption petition.
- Inviting me/us to travel to China to adopt our pre-matched child.

We/I, the Adoptive Family, understand the responsibilities of the USCIS and the CCAA.

Adoptive Family Initials _____

We/I, the Adoptive Family, have read the "Basic Steps and Timeline" document which was sent to me/us with the Information Packet and Application. I/we understand that the timeframe referred to may change during my/our adoption process depending on factors such as the speed of dossier preparation, how quickly the USCIS processes my/our application, the current child match and travel notice issuing timeline of the CCAA, etc.

Adoptive Family Initials _____

We/I understand that, upon its completion, we/I have the opportunity to read and review my/our Home Study, excluding the confidential reference section, at the CCAI office.

Adoptive Family Initials _____

Based on my/our application I/we understand that I am/we are qualified to adopt a child with no known medical conditions who is _____ months old.

Adoptive Family Initials _____

We/I, the Adoptive Family, have selected CCAI as my/our international adoption agency and understand that the goal of our relationship is to have an abandoned Chinese child placed with our/my family. We/I understand that there are certain risks involved in international adoption. While CCAI will attempt to provide me/us with all available information about the prospective adoptive children and assist me/us with the entire adoption process, some unpredictable problems and/or events which are beyond CCAI's control may nevertheless occur. These unpredictable problems and/or events include but are not limited to: Sudden changes in the adoption requirements or policies promulgated by the Chinese or U.S. governments and changes in international relations between China and the U.S. In addition, a child may be placed with me/us with physical and/or emotional problems, minor or major, such as malnutrition and developmental delays, that have remained partially or totally undiagnosed and which were unknown to CCAI.

Adoptive Family Initials _____

Both CCAI and the Adoptive Families sign this agreement with the full understanding of my/our responsibilities, the responsibilities of the USCIS and the CCAA.

Printed Name

Printed Name

Husband's/Self's signature & Date

Wife's/Self's signature & Date

Christina Nagel

Agency Representative Name

Signature & Date

ADOPTIVE PARENT (S) ADOPTION TRAVEL RELEASE

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This form must be signed by the adoptive parent(s), notarized, and returned immediately to CCAI.
Where applicable, spouses may sign on this single form.

I (We), _____ and _____, assigned to CCAI Adoption Group _____ hereby:
(Please print) (Please print)

1. Understand and acknowledge an adoption trip to the People's Republic of China can be physically, mentally, and emotionally demanding. Stressful situations may not be limited to the adoptive parent(s) only and could affect traveling companions, especially seniors and minor children.
2. Agree to discuss and make plans for the possibility of illness of either myself (ourselves), my (our) adopted child (ren), and/or any member of my (our) traveling party.
3. Acknowledge that I (we) realize China is a developing nation and therefore the food and lodging, transportation, personal services (valet, skycap, etc.), medical care, and hospital sanitation may not be comparable to western standards.
4. Acknowledge that it is advisable for me (us) to obtain individual travel and medical insurance for myself (ourselves) and my (our) travel companions.
5. Acknowledge that CCAI's estimated travel costs are based upon group rates. As such, I (we) hereby acknowledge that if I (we) choose to make travel arrangements outside of CCAI group travel, I (we) remain responsible for my (our) portion of the group ground transfer costs at the entry and departure cities even if I (we) choose not to participate.

6. Agree that should I (we) make alternative travel arrangements outside of the CCAI group travel, I (we) will meet the CCAI group in the initial Chinese destination city (usually Hong Kong, Beijing, Guangzhou, or Shanghai) on or before the date the group arrives. I (we) understand the CCAI China representatives are not available to meet me (us) and/or to provide guide assistance to me (us) separate from the group travel. Also, I (we) will be responsible for getting myself (ourselves) to the pre-determined group-meeting place.

Acknowledge that should I (we) and/or my (our) travel companions miss or change any of my (our) scheduled flights or room and board for any reason, I (we) are responsible for making my (our) own arrangements, paying any costs related to the changes, and notifying CCAI immediately of the new itinerary.

8. Agree to stay with the group from the moment you receive your child in the provincial capital until your child's US visa is issued in Guangzhou. No personal travel for tours, business, or family visits is allowed outside the groups' travel during this time.
9. Acknowledge that fraternizing with Chinese locals during the adoption trip is to be kept to social situations only, and that at no time, will I (we) bring locals to any CCAI tour, or to visit or stay in my (our) hotel room. I (we) further acknowledge that development of relationships with unknown local persons during the adoption trip could lead to difficulties including, but not limited to: stolen passports, stolen money, problems with local Chinese authorities, and endangerment of the adoption finalization for the entire group.
10. Acknowledge that if I (we) book any of my (our) own hotel room nights in Guangzhou, I (we) will be responsible for booking all our hotel room nights while I (we) am/are staying in Guangzhou without CCAI's group hotel discount in Guangzhou. I (we) understand that in this kind of situation CCAI will be unable to book any room nights for me (us) and my (our) travel companions in Guangzhou.
11. Acknowledge that if I (we) make reservations or book my (our) domestic and/or international airfare before my (our) group's travel plan is finalized, I (we) will be responsible for any cost associated with changes to my (our) itinerary.
12. Acknowledge and understand that CCAI fees cover in-China travel coordination for the adoptive parent(s). I (we) further understand that there will be an additional charge for coordinating travel for travel companions.

**ADOPTIVE PARENT (S)
ADOPTION TRAVEL RELEASE**

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13. Acknowledge and understand that CCAI coordinates group travel within China, and that all international travel arrangements (including air travel from the airport nearest my (our) home, to China, and returning to the home airport) are the responsibility of the networking travel agency, JC Travel, or the travel agency of my (our) choice.
14. Acknowledge it is my (our) responsibility to confirm the spelling and details of all documents pertaining to the adoption that are produced in China and to communicate any discrepancies to my (our) CCAI representative **BEFORE** leaving the local (provincial) city.
15. Acknowledge that I (we) will be charged 15% of our prepaid in-China travel expenses if my (our) personal check is returned unpaid by my (our) bank. I (we) agree to pay this amount within 7 days of return from China with a certified check.
16. Acknowledge that should I (we), my (our) adopted child and/or any of my (our) travel companions contract any illness or contagious disease, including, but not limited to, diseases such as measles, chicken pox, mumps, SARS, etc. (a "Medical Condition") while in China, or during any part of the adoption trip, which may delay my (our) return home or increase my (our) costs in any way, I (we) agree to hold CCAI harmless for any such additional costs related to the Medical Condition as well as any incidental costs that may be incurred due to such Medical Condition.
17. Acknowledge that CCAI has duly informed me (us) that I am (we are) subject to current United States Citizenship and Immigration Services (USCIS) regulations, including, but not limited to, the regulations promulgated regarding fingerprinting (fingerprints are valid for 15 months only). As to the fingerprinting regulations, I (we) acknowledge and understand that I (we) must have current fingerprints on file with the USCIS and that such fingerprints will remain current during my (our) travel in China with a date sufficient to qualify for my (our) adoptive child's visa to be issued for me (us) to return back to the United States in accordance with the USCIS regulations. I (we) acknowledge that I (we) have followed my (our) local USCIS instructions and will travel to China with such proof of current fingerprint clearance. I (we) acknowledge and agree that all expenses related to the USCIS regulations are my (our) responsibility.
18. Agree to hold CCAI harmless for any loss, damage, delay or detention for the failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of CCAI. Recognizing that the adoptions contemplated by this agreement are international adoptions involving governments of two countries, including all of the various local governments and governmental agencies. Such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotion, riots, strikes, acts of either government in a sovereign or contractual capacity, any delayed, changed or missed flights, lost luggage, accidents, fire, flood, earthquake, or other natural catastrophes, or by any other cause that is unavoidable or beyond CCAI's control.

Please check yes or no to the following question. I (We) agree to give CCAI permission to provide my (our) name, address, and phone number to my (our) travel group in the CCAI Final Travel Packet. Yes ☐ No ☐

Adoptive Mother:

Printed Name

Signature

Date

Adoptive Father:

Printed Name

Signature

Date

Subscribed and sworn before me on this _____ day of _____, 2_____.

My commission expires: _____.

_____. State of: _____ County of: _____

Notary Public

This is a 2-page document. Please return both pages to CCAI.

Travel Group # _____

ADOPTION PLACEMENT AGREEMENT

We (I), _____ and _____ hereby agree:

1. To accept and cooperate with the 12-month post-placement supervision that Chinese Children Adoption International (CCAI) will provide for us starting from the day that our/my child arrives in Colorado and to pay CCAI the post-placement service fee.
2. Not to remove the child from the State of Colorado for more than thirty (30) days without CCAI's knowledge during this 12 month post-placement support period.
3. To send to CCAI photocopies of: Adoption Registration and/or Adoption Decree, Child's Birth Certificate and Abandonment Certificate, within one week of return from China.
4. To validate adoption through appropriate court.
5. To file for U.S. citizenship for our/my adopted child within six months after the validation of adoption and inform CCAI when our/my child's citizenship is naturalized.
6. To hold CCAI harmless legally for any undetectable medical, developmental, psychological and mental problems of our/my adopted child, minor or major, which might emerge after the placement.
7. To hold CCAI harmless for any loss, damage, delay or detention for the failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of CCAI. Recognizing that the adoptions contemplated by this agreement are international adoptions involving governments of two countries, including all of the various local governments and governmental agencies, such circumstances shall include, but shall not be limited to, acts of God, acts of war, civil commotion, riots, strikes, acts of either government in a sovereign or contractual capacity, any missed flights, lost luggage, accidents, fire, flood, earthquake, or other natural catastrophes, or by any other cause that is unavoidable or beyond CCAI's control.
8. To employ Binding Arbitration rather than court or attorney to resolve any potential complications of adoption.
9. To be responsible for our/my child's expenses, including, but not limited to, those arising from the above stated problems in #6, from time of her/his adoption finalization in China.
10. To read and understand fully numbers 1 through 9 of this Adoption Placement Agreement prior to affixing our/my signature to same.

Husband/Self Signature _____

Date _____

Wife/Self Signature _____

Date _____

Subscribed and sworn before me on this _____ day of _____, 2____.

My commission expires: _____

Notary Public _____

State of: _____

County of: _____